

# Built Ambassador Program Agreement

These are the terms and conditions for joining Built Brands, LLC's (Built) Ambassador Program. The terms of this Agreement are subject to change without prior notice, but we will try to notify you of such changes in advance.

## 1. Applying for our Program

You are applying for the Built Ambassador Program right now. Built reserves the right to decline or remove enrollment from our program at our discretion. As soon as your application is accepted, you can start sharing your ambassador link and earning ambassador commissions.

## 2. Ambassador Conduct

As an ambassador it is expected that your conduct in communications with followers, subscribers, or any other audience to which you represent yourself as a Built Ambassador you will always be respectful. Built has a zero tolerance policy for disrespectful, discriminatory, or any other type of questionable communications or actions. Any Ambassadors posting or disseminating any of the aforementioned communications will be subject to discipline, up to and including immediate termination of any Agreement between any such Ambassadors and Built.

## 3. Third Party Claims

As an Ambassador you will hold Built harmless from and against all loss, damage, third party claims, and liability arising out of any culpable act or omission of Built in connection with the marketing, resell, or any other commercial activities relating to products manufactured by Built.

## 4. Ambassador Commissions

Your ambassador dashboard is unique to you. It contains everything you'll need to promote our site and our product, including:

- Your ambassador link,
- One-click sharing to social media,
- Banner ads,
- And more sharing resources.

You can also access your ambassador dashboard by downloading the Ambassador Dashboard by Brand Ambassador app to your iPhone or Android smartphone.

As your followers use your ambassador link or code to make a purchase on our website

You will receive credit for each purchase made with your ambassador link or code. Your commissions will be reflected in real-time on your ambassador dashboard.

You will not receive commissions in any shape or form for the recruitment of other ambassadors. This includes, but is not limited to ongoing or future pro-rata commissions being paid to ambassadors for purchases made through a recruited ambassador's link or code.

We can't track your sales without your followers using your custom link or code, so please be sure to use your ambassador link when posting. Our social sharing shortcuts have your ambassador link embedded in their posts.

When a prospect visits our site from your ambassador link or code, we will be able to register their purchase (if/when they make one), and credit the sale to you.

As your referrals generate sales, you will earn ambassador commissions. Please contact our ambassador manager for the most up-to-date commission percentages.

Commission earned will be paid each week via PayPal and you are responsible to keep your PayPal email up to date.

## **5. Restrictions**

a) We do not allow search engine marketing with an ambassador link or code. Running search engine marketing with your ambassador code will result in forfeiture of any and all commissions and removal from the ambassador program. If an ambassador marketing partnership is a better fit, please contact [ambassadors@built.com](mailto:ambassadors@built.com) to discuss.

b) Refrain from posting your referral codes and links to any of our social media pages like Facebook, Instagram, and Twitter other than that, you may post anywhere you like.

c) Refrain from sending DMs and emails to any potential customers with your referral link and code on it.

d) Your personal code can be used for purchases but you will not receive credit for it.

## **6. Sample Product Release Waiver**

As an ambassador you will occasionally be given the opportunity to test new products. By signing this Agreement you agree to hold Built harmless for any adverse reaction, illness, or other condition resulting from consuming product only available to you as an ambassador.

## **7. Disclosures**

The Federal Trade Commission (FTC) has endorsement rules in place for ambassador marketing. In short, they want you to disclose that you have a business relationship with us when you promote and post your link. [You can read the full FTC rules about ambassador marketing here.](#)

When posting or sharing your link, you should make it known to your readers and followers that you will receive compensation if they buy a product via your link. This declaration

should be clear and conspicuous (and reiterated as needed). [Again, you can read the FTC rules \(and their quick FAQ\) here.](#)

## **8. Nature of Services**

Built acknowledges that your role is not that of an employee. Built is therefore free, in its sole discretion to accept, modify, or reject your recommendations or work product. Built shall be solely responsible for the consequences, direct or indirect, of any such decision by Built.

## **9. Independent Contractor**

It is the express intention of Built and Ambassador that the ambassador performs the Services as an independent contractor to Built, and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. The ambassador (a) is not the agent of Built and (b) is not authorized to make any representation, contract, or commitment on behalf of Built.

## **10. Taxes and Withholdings**

Built shall not be responsible for paying any federal, state or local taxes on compensation, and you shall be solely responsible for the payment thereof. Built may, however, report payments made to you hereunder to tax authorities and shall inform you of such actions. You agree to accept exclusive liability for complying with all applicable state and federal laws, including laws governing self-employed individuals, if applicable, such as laws related to payment of taxes, social security, disability, and other contributions based on fees paid to you under this Agreement. Built will not withhold or make payments for social security, unemployment insurance or disability insurance contributions, or obtain workers' compensation insurance on your behalf. You hereby agree to indemnify and defend Built against any and all such taxes or contributions, including penalties and interest. You agree to provide proof of payment of appropriate taxes on any fees paid to you under this Agreement upon reasonable request of Built.

## **11. Amendments Waiver**

No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by you and Built.

## **12. Attorney's Fees**

In any court action at law or equity that is brought by one of the parties to this Agreement to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, in addition to any other relief to which that party may be entitled.

## **13. Choice of Law**

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in

connection with the Contest, shall be governed by, and construed in accordance with, the substantive laws of the State of Utah, USA.

#### **14. Assignability**

Except as otherwise provided in this Agreement, you may not sell, assign or delegate any rights or obligations under this Agreement.

#### **15. Entire Agreement**

This Agreement constitutes the entire agreement between you and Built with respect to the subject matter of this Agreement and supersedes all prior written and oral agreements between the parties regarding the subject matter of this Agreement.

#### **16. Voluntary Nature of Agreement**

You acknowledge and agree that you are executing this Agreement voluntarily and without any duress or undue influence by Built or anyone else. You further acknowledge and agree that you have carefully read this Agreement and have asked any questions needed to understand the terms, consequences and binding effect of this Agreement and fully understand it to his or her satisfaction. Finally, you agree that you have been provided an opportunity to seek the advice of an attorney of its choice before signing this Agreement.

#### **17. Severability**

If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law.

#### **18. Further Assurances**

You agree, upon request, to execute and deliver any further documents or instruments necessary or desirable to carry out the purposes or intent of this Agreement.

#### **19. Terminations**

Built can end this Agreement at any time, and so can you. This ambassador Agreement has been designed to ensure the highest quality relationship between you and Built. Hopefully we have demonstrated our obligations for you to become a highly prosperous Ambassador.

By clicking here, you are agreeing to the terms set forth in our Ambassador Program Agreement.

#### **20. Brand Ambassador App Terms & Conditions**

Please review carefully the [Brand Ambassador App \(BA\) Terms of Service found here](#). By accessing, using, and/or downloading or sharing any materials from the BA Platform, you also agree to follow and be bound by the BA Terms of Service. If you do not agree to these Terms of Service, you may not use the Platform.